

REVISED FORM OF INITIAL CERTIFICATION

CERTIFICATION

This certification ("Certification") is delivered as provided in Section 1.C. of the Amended and Restated Commitment to Purchase Financial Instrument and Servicer Participation Agreement (the "Commitment"), effective as of September 10, 2010, by and between Federal National Mortgage Association, a federally chartered corporation, acting as financial agent of the United States ("Fannie Mae"), and the undersigned party ("Servicer"), which Commitment amended and restated that certain Commitment to Purchase Financial Instrument and Servicer Participation Agreement, effective as of April 24, 2009, by and between Fannie Mae and Servicer. All terms used, but not defined herein, shall have the meanings ascribed to them in the Commitment.

Servicer hereby certifies, based on its knowledge, as of June 30, 2010 (the "Initial Certification Effective Date"), that:

1. Servicer is established under the laws of the United States or any state, territory, or possession of the United States or the District of Columbia, and has significant operations in the United States. Servicer had full corporate power and authority to enter into, execute, and deliver the Agreement and to perform its obligations hereunder and has all licenses necessary to carry on its business as now being conducted and as contemplated by the Agreement.
2. In connection with the Programs, Servicer is in material compliance with, and certifies that all Services are materially performed in compliance with, all applicable Federal, state and local laws, regulations, regulatory guidance, statutes, ordinances, codes and requirements, including, but not limited to, the Truth in Lending Act, 15 USC 1601 § et seq., the Home Ownership and Equity Protection Act, 15 USC § 1639, the Federal Trade Commission Act, 15 USC § 41 et seq., the Equal Credit Opportunity Act, 15 USC § 701 et seq., the Fair Credit Reporting Act, 15 USC § 1681 et seq., the Fair Housing Act and other Federal and state laws designed to prevent unfair, discriminatory or predatory lending practices and all applicable laws governing tenant rights, bankruptcy, mediation and foreclosure. Subject to the following sentence, Servicer has all governmental approvals or made all registrations required under applicable law to authorize the performance of its obligations under the Programs in which Servicer is participating and the Agreement. The performance of Services under the Agreement is not conflicted with, or prohibited in any way by, any other agreement or statutory restrictions by which Servicer is bound, except to the extent of any restrictions arising out of contractual limitations under applicable pooling and servicing agreements and other servicing or related contracts to which Servicer is subject. Servicer is not aware of any other legal or financial impediments to performing its obligations under the Programs or the Agreement and has promptly notified Fannie Mae of any financial and/or operational impediments which may impair its ability to perform its obligations under the Programs or the Agreement. Servicer is not delinquent on any Federal tax obligation or any other debt owed to the United States or collected by the United States for the benefit of others, excluding any debts or obligations that are being contested in good faith.

3. Servicer is materially compliant with the following: (i) performance of its obligations in accordance with the Agreement and in accordance with accepted servicing practices, and promptly provided such performance reporting on the Programs as Fannie Mae and Federal Home Loan Mortgage Corporation, a federally chartered corporation, acting as compliance agent of the United States ("Freddie Mac"), have reasonably required; (ii) all Services relating to benefits under the Programs available to eligible borrowers have been offered by Servicer to such borrowers, fully documented and administered by Servicer in accordance with the applicable Program Documentation then in effect; and (iii) all data, collection information and other information reported by Servicer to Fannie Mae and Freddie Mac under the Agreement, including, but not limited to, information that was relied upon by Fannie Mae and Freddie Mac in calculating the Purchase Price and in performing any compliance review, is true, complete and accurate in all material respects, and consistent with all relevant business records of the Servicer, as and when provided or, if such information was provided from third parties, including borrowers or prior servicers, Servicer has no knowledge that such information is incorrect or incomplete. Notwithstanding the above, Servicer may have inadvertently violated any of the above, but has taken or will take all necessary actions to rectify any such violation or lack of compliance.

4. Servicer is materially compliant with the following: (i) performance of the Services required under the Program Documentation and the Agreement in accordance with the practices, professional standards of care, and degree of attention used in a well-managed operation, and no less than that which the Servicer exercises for itself under similar circumstances; and (ii) is utilizing qualified individuals with suitable training, education, experience and skills to perform the Services. Servicer acknowledges that participation in the Programs required changes to, or the augmentation of, its systems, staffing and procedures. Servicer is taking all reasonable actions necessary to ensure that it had the capacity to implement the Programs in which it is participating in accordance with the Agreement.

5. Servicer acknowledges that the provision of false or misleading information to Fannie Mae or Freddie Mac in connection with the Programs or pursuant to the Agreement may constitute a violation of: (a) Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or (b) the civil False Claims Act (31 U.S.C. §§ 3729-3733). Servicer has disclosed to Fannie Mae and Freddie Mac any credible evidence known to Servicer, in connection with the Services, that a management official, employee, or contractor of Servicer has committed, or may have committed, a violation of the referenced statutes.

6. Servicer acknowledges that Fannie Mae and Freddie Mac may be required to assist the Treasury with responses under the Privacy Act of 1974 (the "Privacy Act"), 5 USC § 552a; inquiries from borrowers and Freedom of Information Act, 5 USC § 552; inquiries from other parties; as well as formal inquiries from Congressional committees and members, the Government Accounting Office, Inspectors General and other government entities, as well as media and consumer advocacy group inquiries about the Programs and their effectiveness. Servicer has responded promptly and accurately to all reasonable requests for assistance made by Fannie Mae and Freddie Mac, complied with any related procedures which Fannie Mae and Freddie Mac have established relating to such requests, and provided related training, or instituted policies and procedures to its employees and contractors to ensure prompt cooperation with such requests. In connection with Privacy Act inquiries, Servicer has provided updated and corrected information as appropriate about borrowers' records to Fannie Mae on behalf of the Treasury.

7. Servicer acknowledges that Fannie Mae is required to develop and implement customer service call centers to respond to borrowers' and other parties' inquiries regarding the Programs in which Servicer participates, which may require additional support from Servicer. Servicer has provided such additional customer service call support in a timely manner as Fannie Mae has reasonably requested to support such Programs.

8. Servicer acknowledges that Fannie Mae and/or Freddie Mac are required to develop and implement practices to monitor and detect loan modification fraud and to monitor compliance with applicable consumer protection and fair lending laws. Servicer has fully and promptly cooperated with Fannie Mae's inquiries about loan modification fraud and legal compliance and has complied with any anti-fraud and legal compliance procedures which Fannie Mae and/or Freddie Mac have required.

9. Solely if Servicer has elected to participate in the Second Lien Modification Program by executing and delivering to Fannie Mae a Service Schedule relating thereto, Servicer acknowledges that each mortgage loan it modified under the Second Lien Modification Program was, at the time of modification, second in priority relative to the first lien that was modified under the Programs.

10. During the period from June 30, 2010 to the date hereof, nothing came to our attention that caused us to believe that Servicer cannot comply with any of the certifications made herein, or that any of the certifications made herein cease to be true and correct.

Servicer hereby certifies, as of the Initial Certification Effective Date, that:

1. Servicer has disclosed to Fannie Mae and Freddie Mac (a) any Event of Default or any Act of Bad Faith of which it has become aware and (b) any other facts or information known to Servicer that Treasury, Fannie Mae or Freddie Mac should reasonably expect to know about Servicer and its contractors in managing and monitoring the Programs.

2. Servicer has developed and implemented an internal control program reasonably designed to monitor and detect loan modification fraud and to monitor compliance with applicable consumer protection and fair lending laws, among other things, as provided in Section 4 of the Financial Instrument.

3. Servicer has conducted sufficient tests of specific controls to obtain evidence and provide reasonable assurance that controls were operating effectively (*i.e.*, were meeting the related control objectives for each of the Program activities) during the period covered by this Certification.

4. Servicer has disclosed any instances of noncompliance that have a material effect on its ability to comply with Program requirements in accordance with Supplemental Directive 10-06.

Servicer acknowledges that this Certification, taken as a whole, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in the light of the circumstances under which such statements were made, not misleading as of the Initial Certification Effective Date.

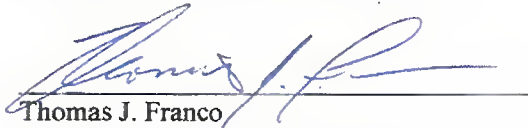
In the event that any of the certifications made herein are later discovered not to be true and correct in all material respects, Servicer agrees to notify Fannie Mae and Freddie Mac promptly.

Servicer elects that any Subsequent Certifications shall have an effective date of [check one]:

☐ its fiscal year end [] [Insert Month and Date of fiscal year end]; or

☒ the anniversary of its Initial Certification Effective Date.

GREEN TREE SERVICING LLC:


Thomas J. Franco
Executive Vice President, Servicing

September 28, 2010
Date